



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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December 30, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 2 TO OVERFLOW MEDICAL TRANSCRIPTION SERVICES AGREEMENT NO. H-209835 WITH MEDTEXT, INC.
(First District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2, (Exhibit I) with MedText, Inc. for overflow medical transcription services at the LAC+USC Healthcare Network, to extend the agreement on a month-to-month basis under current rates of payment, effective February 1, 2004 through January 31, 2005. The estimated cost for the twelve month extension period is \$399,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving this action, the Board is authorizing the Director of Health Services, or his designee (Director), to sign Agreement Amendment No. 2 to Agreement No. H-209835 with MedText, Inc. (MedText), to allow for the continued delivery of overflow medical transcription services at the LAC+USC Healthcare Network (Network or Medical Center).

The Department of Health Services (DHS) intends to include the services provided under the agreement as part of its Master Agreement Solicitation process. The Master Agreement solicitation process has experienced unforeseen delays. The requested term extension of the agreement will allow for the uninterrupted provision of services while DHS completes the Master Agreement.

Current County policy and guidelines require the timely submission of contracts for Board approval. However, Amendment No. 2 was not scheduled for placement on the Board's agenda three weeks prior to its effective date due to critical staff shortages within DHS.

The current agreement is slated to expire on January 31, 2004.

FISCAL IMPACT/FINANCING:

The net County cost for the twelve month extension period is estimated to be \$399,000.

Funding for this agreement is included in the Fiscal Year 2003-04 Adopted Budget and will be requested in the Fiscal Year 2004-05 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

As the result of a competitive bid process, on August 4, 1998, the Board approved Agreement No. H-209835 with MedText, Inc., to provide overflow medical transcription services at the Medical Center, effective on that date through July 31, 1999, with provisions for three one-year automatic renewals through July 31, 2002. The agreement also authorized the Director to enter into a six-month term extension through January 31, 2003. The Director utilized that option to extend the agreement through January 31, 2003.

On January 21, 2003, the Board approved Amendment No. 1 to extend the agreement through January 31, 2004, to update and add standard County contract provisions, and increased the amount to be paid to the contractor by \$22,250 as a result of additional costs incurred by the contractor from the addition of jury service compliance provisions to the agreement.

Under the agreement, overflow medical transcription services include, transcription of medical and surgical reports and discharge summaries to meet accreditation standards and licensure requirements.

The agreement can be terminated at any time by the County by providing a 30 day written notice.

The amendment adds "Safely Surrendered Bay Law" provisions to the agreement and extends the agreement for up to twelve months under current rates of payment.

Contract monitoring functions will be performed by Health Information Management staff at the Medical Center.

The Department of Health Services has determined that the services are provided on an "overflow", as needed basis and are not Proposition A and therefore, not subject to the provisions of the County's Living Wage Program requirements.

County Counsel has approved Amendment No. 2 as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

DHS is scheduled to conduct a Request for Statement of Qualifications (RFSQ) for the purpose of developing a "Master Agreement" in the near future which will include overflow medical transcription services at the Healthcare Network and anticipates release of the RFSQ by mid-year 2004.

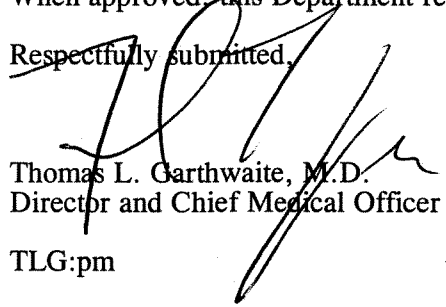
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will allow for the continued provision of overflow medical transcription services at the Healthcare Network.

The Honorable Board of Supervisors
December 30, 2003
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

medtexbdtlr04

SUMMARY OF AGREEMENT

1. Type of Services:

Overflow medical transcription services at the LAC+USC Healthcare Network.

2. Agency Name/Address/Contact Person:

MedText, Inc.
1850 Dove Street
Newport, California 92660
Attention: Jerry Woods, President
Telephone: (949) 399-9216

3. Term:

The amendment will extend Agreement No. H-209835 for twelve months on a month-to-month basis effective on February 1, 2004, making the entire term of the agreement from August 4, 1998 through January 31, 2005.

4. Financial Information:

Funding for this agreement is included in the Fiscal Year 2003-04 Adopted Budget and will be requested as part of the DHS 2004-05 Budget Request. The total estimated cost for the twelve month extension is \$399,000, net County cost.

5. Person Accountable for Program Monitoring:

Health Information Management at the LAC+USC Healthcare Network.

6. Approvals:

LAC+USC Healthcare Network	Pete Delgado
Contracts and Grants Division:	Diana Sayler, Interim Chief
County Counsel (approval as to form):	Elizabeth Friedman, Senior Deputy County Counsel

OVERFLOW MEDICAL TRANSCRIPTION SERVICES AGREEMENT

MEDTEXT, INC.

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDTEXT, INC. (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"OVERFLOW MEDICAL TRANSCRIPTION SERVICES AGREEMENT" dated August
4, 1998, and Amendment No.1, dated January 21, 2003, and further
identified as County Agreement No. H-209835 (hereafter referred
to as "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide
for the changes set forth herein, and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective February 1, 2004
2. Paragraph 1., "Term", of the body of this Agreement
shall be deleted in its entirety and shall be replaced
with the following:

"1. Term and Termination: This Agreement shall be
extended on a month-to-month basis for a period not to
exceed twelve (12) months, unless cancelled or terminated,
through 12:00 A.M. on February 1, 2005 under current terms

and conditions and under rates of payment which existed on January 31, 2004.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Paragraph 4. (Billing and Payment) shall be amended to change reference to "Exhibit C. (Payment) to read "Exhibit C.- 2(Payment)".

4. Exhibit C-1 "Payment" to this Agreement shall be deleted in its entirety and shall be replaced with Exhibit C-2, attached hereto and incorporated herein by reference.

5. That Paragraph 65, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW shall be added to Agreement to read as follows:

"65. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a

baby. The fact sheet is set forth in Exhibit G, Safely Surrendered Baby Law, as referenced and is also available on the Internet at www.babysafela.org for printing purposes.

7. That Paragraph 66, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW be added to Agreement to read as follows:

"66. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractors place of business. The County's Department of Children and Family will supply Contractor with the poster to be used.

8. That except for the changes set forth above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services, and Affiliate has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Thomas L. Garthwaite, M.D.,
Director and Chief Medical
Officer

MEDTEXT, INC.
Contractor

By _____
Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contract Administration

MEDTEXT.2dbc
12/19/03

PAYMENT

Subject to the payment provisions of the body of this Agreement, County shall compensate Contractor hereunder as follows

- A. Contractor shall bill County at the following fees per transcribed line for the period February 1, 2004 through January 31, 2005.

ON LINE

BACK-UP
DICTATION
SYSTEM

\$.1700

\$.1700

- B. Contractor shall submit to County on a monthly basis an itemized bill, indicating the total number of transcribed lines performed during the month immediately preceding the month in which the billing is submitted. Billings shall be submitted to Medical Center as follows:

County of Los Angeles
Department of Health Services
LAC+USC Health Care Network
Expenditure Management
1200 North State Street
Los Angeles, California 90033

- C. A transcribed line shall constitute any and all typed characters within a seven (7) inch margin, exclusive of pre-programmed lines: e.g., headers, footers, macros, not requiring character entries. All transcription shall be typed with a ten (10) pitch element.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

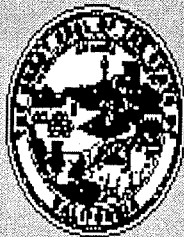
Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.

If you or someone you know is considering giving up a child, learn about your options.

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.